

In the High Court for the States of Punjab and Haryana, at Chandigarh.

R.S.A.No. 649 of 2007 (O&M)
Decided on March 01,2007.

Smt.Tej Kaur

-- Appellant

vs.

Smt. Sarbjit Kaur and others

--- Respondent.

Present: Mr. D.R.Punia,Advocate, for the appellant

Pritam Pal,J: (Oral)

This appeal, by Smt.Tej Kaur, appellant/defendant (hereinafter referred to as 'the appellant'), who is mother of Bhupinder Singh (since deceased), is directed against judgment and decree dated December 05,2006, passed by learned Additional District Judge,Hoshiarpur, whereby respondents/plaintiffs (hereinafter referred to as 'the respondents'), have been held to be entitled to the extent of 2/3rd shares in the amount payable under the Insurance Policy of said Bhupinder Singh, since deceased. The respondents are wife and son respectively of Bhupinder Singh. The appellant being the mother, has also been allowed to have 1/3rd share of the amount payable under the Insurance Policy of said Bhupinder Singh.

The learned first Appellate Court has apportioned the amount payable under the Insurance Policy by observing as under:-

“ The question whether a nominee under Section 39 of the Act, gets an absolute right or not in respect of the amount due under Life

Insurance Policy on the death of assured came for discussion before Hon'ble Apex Court in case Smt. Sarbati Devi and another v. Smt. Usha Devi AIR 1984 SC 346 and after having discussed various previous authorities of different High Courts, it was observed by Hon'ble Apex Court that mere nomination made under Section 39 of the Act, does not have the effect of conferring on the nominee any beneficial interest in the amount payable under the Life Insurance Policy, on the death of the assured. Nomination only indicates the hand which is authorised to receive the amount on the payment of which insurer gets a valid discharge of its liability under the policy. It was further observed that the amount, however, can be claimed by the heirs of the assured in accordance with the law of succession governing them. It was also made clear in the aforesaid authority that the provisions in Sub Section 6 of Section 39 of the Act, which says that the amount shall be payable to the nominee or nominees, does not mean that the amount shall belong to the nominee or nominees and the language of Section 39 is not capable of altering the course of succession. It was a case for the decree of declaration filed by the plaintiffs that they were together entitled to 2/3 share of the amount due and payable under the Insurance Policy. The controversy in the instant case is squarely covered from the observation made by the Hon'ble Apex Court referred to above. This authority was subsequently relied upon by our own Hon'ble High Court while rendering pronouncement in case Amar Singh v. Sashi Bala, 2003 (2) Civil Court Cases, 294 (P&H) and it was observed that a decree for declaration can be passed to the effect that the plaintiff was entitled to receive his share of the amount due under the policy of insurance and the defendants were

directed not to pay the said amount under the Insurance Policy to the nominee alone”.

There is no perversity or illegality in the findings arrived at by learned first Appellate Court on the crucial issue framed in this case. Even otherwise, learned counsel for the appellant also has not been able to make out any substantial question of law for consideration by this Court.

Hence, this Regular Second Appeal is hereby dismissed in *limine*.

March 01,2007
RR

(Pritam Pal)
Judge